

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

JPA-79-11

BETWEEN

THE STATE OF ARIZONA

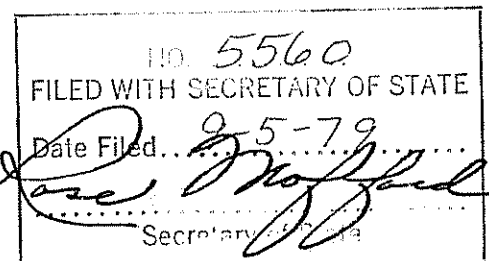
AND

THE CITY OF ST. JOHNS

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF ST. JOHNS, a municipal corporation hereinafter called "CITY".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.



Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of these certain State Highways known as U. S. 180 and U. S. 666, which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF ST. JOHNS over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the CITY as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:
- a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
 - b. Bridges and drainage.
 - c. Guardrails and fences.
 - d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
 - e. Routine maintenance of roadway and curbs.
 - f. Permits for highway right of way encroachments and use.
 - g. Removal of snow, sand, rock and other debris caused by slides or other causes.
 - h. Traffic control devices, including signs, striping and marking (except street name and parking).
4. That the CITY shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

- a. Sidewalks
 - b. Sprinkling
 - c. Street lighting (other than safety lighting).
 - d. Street name signs
 - e. Routine sweeping and cleaning of roadway and curb.
 - f. Parking signs. Approved crosswalks, parking lane striping and curb markings after initial installation.
5. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.
6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
7. That the CITY shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The CITY will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right of way.
9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the CITY.
11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1979, but in no event prior to its being filed with the Secretary of State.
12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
13. This Agreement shall remain in force and effect until midnight December 31, 1979, and shall there-

after be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

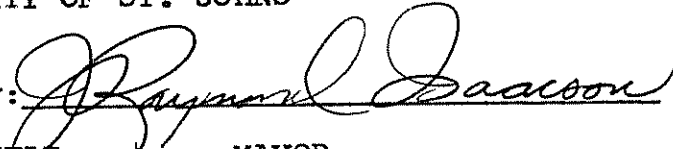
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By:  9-4-79
Chief Deputy State Engineer

CITY OF ST. JOHNS


ATTEST:


Clerk

By: 
TITLE: MAYOR

RESOLUTION

Be it resolved on this date 9/4/79 I,
W. A. ORDWAY, the below undersigned Director, Department
of Transportation, have determined that it is to be to
the advantage of the State of Arizona that the Department
of Transportation, acting by and through the Highways
Division, and the City of St. Johns, enter into the inter-
governmental agreement for the purpose of maintaining certain
State Highways known as U. S. 180 and U. S. 666, which are
a State Highway of the State of Arizona and which traverse
the said City of St. Johns over those certain streets which
form the necessary and convenient links for the connection
of sections of the aforesaid State Highways and for carrying
of such State Highways through said City.



W. A. ORDWAY, DIRECTOR
Arizona Department of Transportation



OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-625 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of August, 1979.

ROBERT K. CORBIN
Attorney General


ALBERT MORGAN
Assistant Attorney General

Francis W. Day, Mayor

Lee Waters, Clerk

CITY OF ST. JOHNS

The Town of Friendly Neighbors

P.O. Box 606

Telephone 337-4517

ST. JOHNS, ARIZONA 85936

Councilmen:

Jack V. Gibbons
J. Raymond Isaacson
LeRoy Dimbatt
John Wilband
Richard Chavez
Richard Waite

RESOLUTION NO. 83

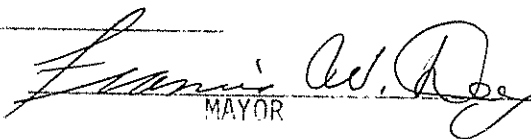
RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF ST. JOHNS, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT:

WHEREAS, the Mayor and Common Council of the CITY of ST. JOHNS find that the within Resolution is in the interests of the CITY OF ST. JOHNS:

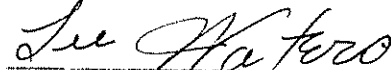
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the CITY OF ST. JOHNS, that the CITY enter into a Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of January, 1979, but in no event prior to being filed with the Secretary of State:

BE IT FURTHER RESOLVED that the Mayor of the CITY of ST. JOHNS is authorized to execute said agreement on behalf of the CITY.

PASSED AND ADOPTED by the Mayor and Common Council of the CITY OF ST. JOHNS this Date: 5-8-79


MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM:


Attorney

EXHIBIT "A"

LAW OFFICE OF
J. Kendall Hansen
120 E COMMERCIAL
ST. JOHNS, ARIZONA 85936

TELEPHONE (602) 337-4168

POST OFFICE BOX 772

May 10, 1979

Arizona Dept. of Transportation
Highways Division, Dist. 7
P.O. Box 2717
Globe, Arizona 85501

Re: Maintenance Agreement between The State of Arizona
and the City of St. Johns relating to Maintenance
of City streets which are also State highways, for
the year 1979.

Gentlemen:

Please be advised that I have reviewed the attached Inter-governmental Agreement between the State of Arizona and the City of St. Johns, Arizona, relating to maintenance of City streets which are also State Highways, and in my opinion, the Agreement is in proper form and is within the powers and authority granted to the City by statute.

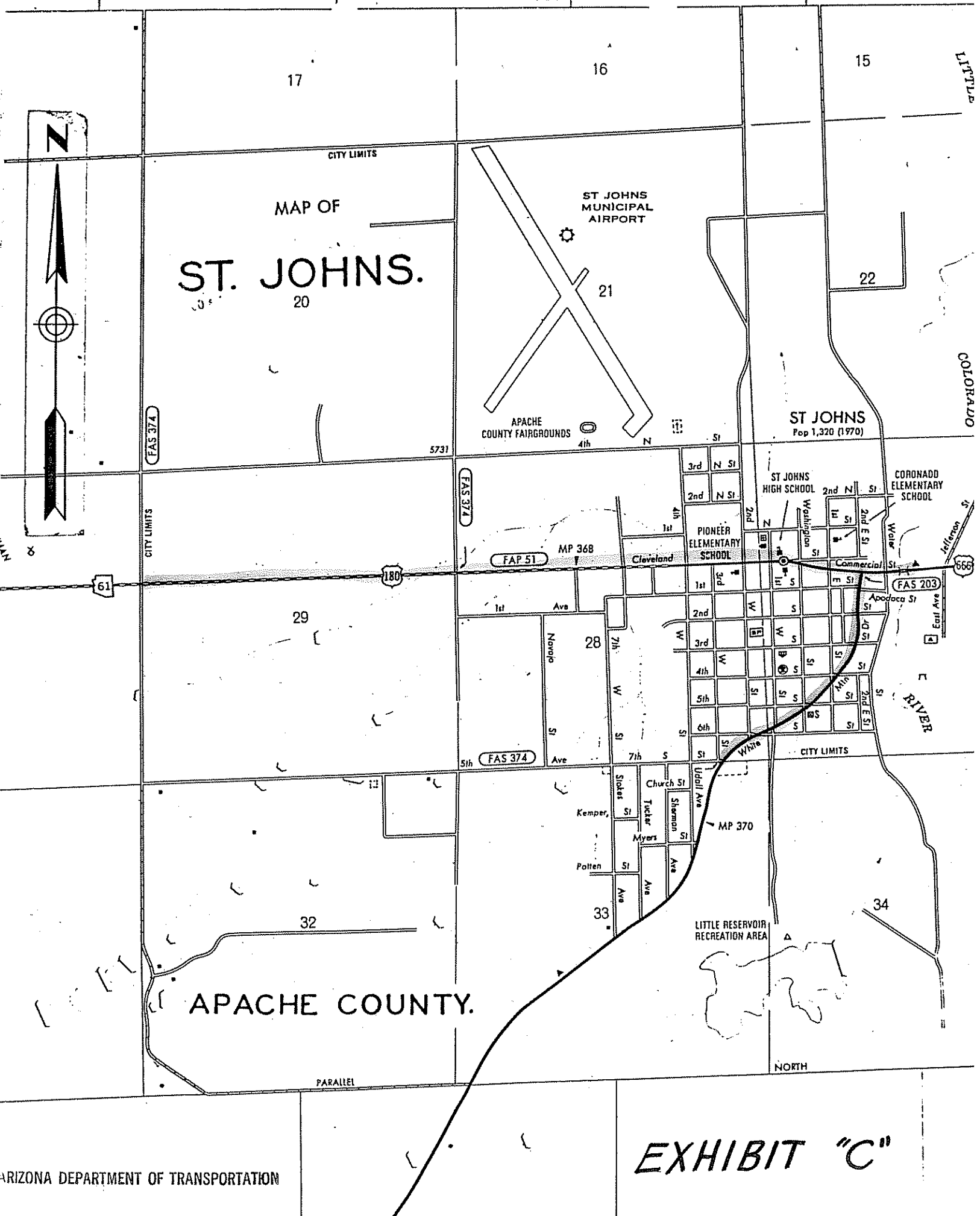
Yours very truly,



J. Kendall Hansen
St. Johns City Attorney

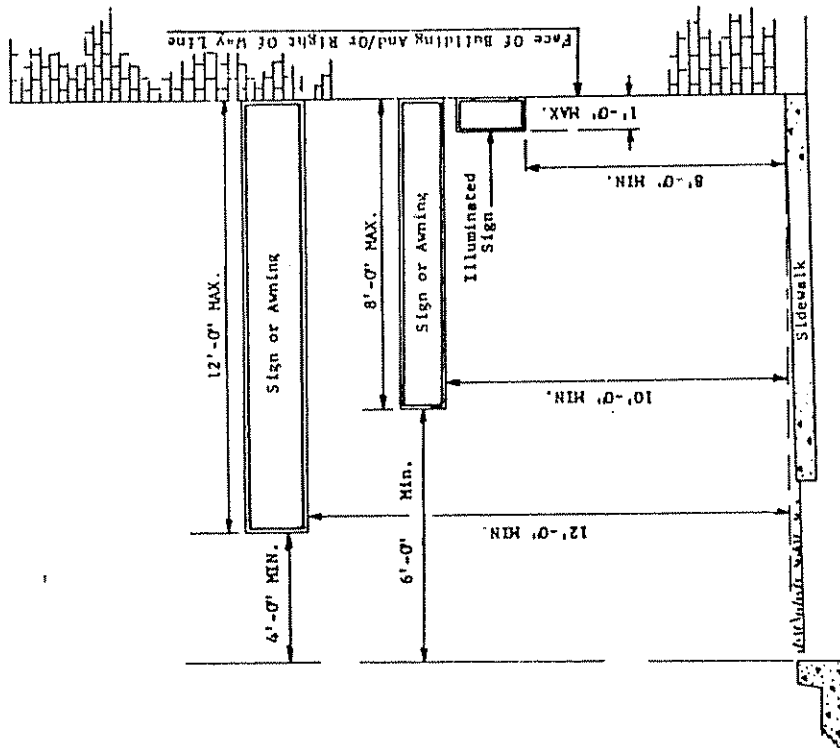
kh

EXHIBIT "B"



GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc., or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

DESIGN APPROVED	REDATE
ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS	
APPROVED FOR DISTRIBUTION	PLAN NO.
PERMIT REGULATIONS FOR SIGNS AND AWNINGS	

Exhibit "D"

01

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER
A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)

POLICY
NUMBER 2-18

MXP-356 73 58

DECLARATIONS

1 NAMED INSURED AND ADDRESS (NO. STREET TOWN COUNTY, STATE, ZIP)

CITY OF ST. JOHNS

CITY HALL

ST. JOHNS, AZ. 85936

2. POLICY PERIOD:

12-26-78

INCEPTION

12-26-81

EXPIRATION

12 NOON STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

4 Insurance is provided only under those sections, against those perils, and for those coverages and kinds of property for which a specific amount or limit of liability is shown below or in schedules or coverage parts incorporated herein, subject to all the terms of the policy and all forms and endorsements made a part hereof

3. INTEREST OF NAMED INSURED IN INSURED PREMISES:

☐ OWNER

☐ GENERAL LESSEE

☐ TENANT

THE NAMED INSURED IS:

☐ INDIVIDUAL

☐ PARTNERSHIP

☒ CORPORATION



FIREMAN'S
FUND
INSURANCE
COMPANIES
MAIL ADDRESS
SAN FRANCISCO
CALIFORNIA

PORTFOLIO POLICY

01

FIREMAN'S FUND

INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA

18

THE AMERICAN

INSURANCE COMPANY PARSIPPANY, NEW JERSEY

07

NATIONAL SURETY

CORPORATION CHICAGO, ILLINOIS

ITEM NO.	AMOUNT	PERCENT OF CO-INSURANCE APPLICABLE	PERILS (SEE CODE(S) BELOW)	DESCRIPTION AND LOCATION OF PROPERTY COVERED
SECTION I PROPERTY COVERAGE				As per form 140066

PERIL CODES 1 FIRE AND LIGHTNING

3 VANDALISM AND MALICIOUS MISCHIEF

5

2. EXTENDED COVERAGE

4. SPRINKLER LEAKAGE

6.

SUBJECT TO FORMS AND ENDORSEMENT NO (S)

INSERTION OF CODE NUMBER
MEANS A SPECIFIC PREMIUM
CHARGE HAS BEEN MADE FOR
THAT PERIL OR COVERAGE

140070(4-78), CE 00 11(5-77), 140066(10-66), 140395(4-76)

FORM NUMBER

SPECIAL POLICY PROVISIONS-NAME OF COVERAGE PART(S) INCORPORATED HEREIN

140067

105040

105032

5975

GENERAL LIABILITY, AUTOMOBILE COVERAGE - SPECIAL POLICY PROVISIONS

Comprehensive General Liability Insurance

Personal Injury Liability Insurance

Business Auto

ENDORSEMENTS ATTACHED

105103, 105205, 105087, 105197, 180026(Endt #1), 180027(Endt #3),
105228, 5985, 140613, 140583, 140883, 101223

LIMITS OF LIABILITY

COVERAGES FORM NO.(S) AND DESCRIPTION(S)

TOTAL ADVANCE PREMIUM

IF PAID IN ANNUAL INSTALLMENTS PREMIUM DUE:

\$ 13,231.

AT INCEPTION

\$ Per 140395 1ST ANNIVERSARY

\$ Per 140395 2ND ANNIVERSARY

MORTGAGEE (NAME AND ADDRESS)

COUNTERSIGNATURE DATE

2-26-79h

COUNTERSIGNATURE OF AUTHORIZED AGENT

Eric M. Boulton

5727-10-66

10 77 REV

PROPERTY

Exhibit "E"
Page 1 of 4

FIREMAN'S FUND INSURANCE COMPANIES

ISSUED BY

TO

RATES

ADVANCE PREMIUMS

PREMIUM
BASIS

BODILY
INJURY

PROPERTY
DAMAGE

BODILY
INJURY

PROPERTY
DAMAGE

PREMIUMS OPERATIONS

A. AREA OF RISK B. PERCENTAGE OF RISK C. PERCENTAGE OF RISK
D. PERCENTAGE OF RISK E. PERCENTAGE OF RISK F. PERCENTAGE OF RISK

Firemen	313-93131-999	c)4157	Incl.	Incl.	Incl.	Incl.
Street or Road Construction or maintenance- State-County, City or Other governmental Units	313-16112xcu-999	c)107,947	Incl.	Incl.	Incl.	Incl.
Waterworks-including outside salesmen, collections and meter readers	313-49411xcu-999	c)22,620	Incl.	Incl.	Incl.	Incl.
Policemen	313-93141-999	c)46,000	Incl.	Incl.	Incl.	Incl.
Government employees-municipal township, county or state	313-93111-999	c)31,699	Incl.	Incl.	Incl.	Incl.
Buildings or Premises-office	314-65121-004	a)2244	Incl.	Incl.	Incl.	Incl.
Streets, Roads or Highways-with or without sidewalks-including bridges and culverts but excluding toll roads toll bridges and draw bridges-existence only	314-93151-004	d)23	Incl.	Incl.	Incl.	Incl.

105103-1-68

ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Myron R. Bain

PRESIDENT

70-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

105087-5-76



3 34 33 32

PREMIUM REPORT

61

POLICY NO.

1 01 0C0269-5 001

STATE OF ARIZONA

P. O. BOX 6968 • PHOENIX, ARIZONA 8500

BILLING PLAN

ANNIVERSARY
MONTHPHOENIX (602) 255-4401
TUCSON (602) 882-5165
FLAGSTAFF (602) 774-1438
YUMA (602) 782-9821

REPORTING PERIOD

MO. DAY YR. MO. DAY YR.

01/01/79 THRU 03/31/79

DO NOT USE FOR ANY OTHER REPORTING PERIOD

QUARTERLY

JULY

Please return by this date to
keep your protection in force

MO DAY YR

04/30/79

INSURED

ST JOHNS, CITY OF
P O BOX 606
ST JOHNS

AZ 85936

Changes in ownership, trade name, or address should be shown below.

NAME

PHONE

ADDRESS/CITY/STATE/ZIP

DO NOT ADJUST TOTAL WAGES FOR ERRORS MADE IN REPORTING PRIOR WAGES.

WORK- CLASS CODE	DESCRIPTION OF WORK PERFORMED	TOTAL WAGES INCLUDE VALUE OF BOARD & LODGING (DOLLARS ONLY)	RATE PER \$100 OF WAGES	PREMIUM CENTS
5474	PAINT/PAPER HANG NOC-INC SHOP DRIVR	00 00000000	7.96	
5506	STREET OR ROAD CONST:PAV/REPAV-DRV	27 864 80	9.38	2 613 72
6306	SEWER CONST-ALL OPER-INC TUNNEL/DRV		12.53	
7409	AIRCRAFT-HELI OP DUST-SPRAY-FLY CREW		21.03	
7520	WATERWORKS OPER-INCL SALESMEN/DRIVR	10 786 00	5.61	605 09
7580	SEWAGE DISPOS PLANT OPER-INC DRIVER		6.37	
7720	POLICEMEN-INCLUDING DRIVERS	15 223 62	4.72	718 55
8411	VOLUNTEER MUNICIPAL FIREMEN	24 000 00	1.36	326 40
8411	VOLUNTEER CERT MUN AMBLNG DRV & ATT	7 200 00	1.36	97 92
8810	CLERICAL OFFICE EMPLOYEES-N.O.C.	16 304 40	.38	61 96
9015	SWIMMING POOL-PUBLIC		5.86	
9102	PARKS-N.O.C.-ALL EMPLOYEES-DRIVERS		3.98	
9220	CEMETERY OPERATIONS-INCLUDE DRIVERS	150 00	6.57	9 86
	2-224 w/td Dept 495.20			
	1-668 Sewer 588.06			
	1-678 Fire Dept 267.12			
	1-698 Library 181.32			
	1-651 Hospital 40.47			
	1-792 Amb 80.14			

LINE

1 SEE BACK OF GREEN COPY FOR INSTRUCTIONS

TOTAL PREMIUM

4 433 50

2 MULTIPLY LINE 1 AMOUNT BY

.93

TO OBTAIN MODIFIED PREMIUM

(SEE INSTRUCTION
LINE 2)ENTER
HERE

4 123 16

3 MULTIPLY LINE 2 AMOUNT BY

.88

TO OBTAIN DISCOUNTED PREMIUM

(SEE INSTRUCTION
LINE 3)ENTER
HERE

3 628 38

4 ENTER AMOUNT PAID, IF ANY, ON YOUR MONTHLY PREMIUM PAYMENT FOR THIS PREMIUM PERIOD

5 Ch Water Dept NO. 2016 = 495.20

SEE INSTRUCTION LINE 5

6 City Dept ch NO 14874 = 3133.18

7 3628.38

PAY THIS TOTAL AMOUNT

3 628 38

THE UNDERSIGNED HEREBY CERTIFIES THAT THE WAGES REPORTED HEREON ARE CORRECT AS TO WORK CLASS CODE AND AMOUNTS FOR THE PERIOD STATED.

FOR OFFICE USE ONLY

Date

4-5-79

Signature/Title

Lee Waters City Mgr

COMPLETE and RETURN ORIGINAL to STATE COMPENSATION FUND with REMITTANCE
Retain duplicate (Green Copy) for your record. This report is subject to verification of your records by periodic audit.